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Filomeno Medina and Arlene
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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Filomeno Medina;
Arlene Valdefiera,

Plaintiffs,

v.

Newfold Digital, Inc., a
Delaware corporation;
Banco Santander, S.A., a
Spanish corporation;
Express Technologies, Ltd., a
British corporation; Deutsches
Reisebüro GmbH & Co. OHG, a
German corporation;
Fiesta Hotels and
Resorts, S.L., a Spanish
corporation; and
John Does 1-20,

Defendants.

Case no.

COMPLAINT

1. Racketeering
2. Fraud
3. False Personation
4. Theft
5. B&P 17200
6. Negligence
7. Declaratory Relief
8. Declaratory Relief

INTRODUCTION

1. The purpose of this action is to rectify the bilking of timeshare owners who were scammed by sophisticated organized criminals in a complex advance fee fraud/RICO. The ongoing scam was enabled by a willfully blind web hosting provider, a negligent bank, and abuse of VPN technology operated by a willfully blind VPN provider.

The Racketeering Enterprise

2. A group of unidentified organized criminals (Defendants John Does 1-20, or “The Criminal Defendants”) are actively impersonating a retired attorney, George E. Johnson, Esq. of Maryland, and are using his attorney credentials in New York with forged documents to scam people out of their life savings via wire fraud, in violation of 18 U.S.C. sec. 1962, et al. The Enterprise began on an unknown date (November 11, 2021 at the latest) in an unknown location, presumed to be Mexico. The Enterprise has an office in New York City, a New York City phone number, working email addresses, and a fully functional website and internet presence/domain name. The domain name was registered on November 11, 2021 by someone in Argentina, and the domain name service and web hosting are provided by Defendant Newfold Digital, Inc. (“Newfold”) through its HostGator and BlueHost web hosting brands. The Criminal Defendants make use of Defendant Express Technologies, Ltd.’s (“Express”) ExpressVPN Virtual Private Network, which has an endpoint in San Jose, California as well as New York, New York. Defendant Doe #1 is an impostor who is impersonating attorney George Johnson. Defendant Doe #2 aka “Al Hamilton” is an individual who represents himself

1 as a paralegal or assistant at Mr. Johnson's law firm, but who
2 is in reality one of the unidentified criminals. Defendant Doe
3 #3 aka "Theodore Wilkerson" is an individual who represents
4 himself as a corporate executive at an undetermined company
5 claiming to represent the buyer of the timeshare, but who is in
6 reality one of the unidentified criminals. The purported buyer
7 of the timeshare is Defendant Deutsches Reisebüro GmbH & Co. OHG
8 ("Der.com"), which is an actual company that is primarily a tour
9 operator in Germany. Defendant Fiesta Hotels and Resorts, S.L.
10 ("Fiesta") operates the underlying timeshare under the trade
11 name Palladium Travel Club. Defendants Does 4-20 are unknown
12 criminals participating in the scheme in undetermined capacities.

13 **The Service Provider Defendants**

14 3. Defendants Newfold Digital, Inc. ("Newfold"), Banco
15 Santander, S.A. ("Santander"), and Express Technologies, Ltd.
16 ("Express") (together, "the Service Provider Defendants") are
17 all on notice of this scam, however, they have all declined to
18 take any action, thereby permitting the Enterprise to continue
19 unabated using their services. On information and belief, the
20 Service Provider Defendants knew and/or suspected that this scam
21 was ongoing, and have failed to take any action to prevent it.

22 **The Nominal Defendants**

23 4. Der.com as well as Fiesta are merely declaratory relief
24 defendants at this time concerning the transaction fees and
25 otherwise.

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2 **The Claims**

3 5. Broadly speaking, this Complaint asserts RICO
4 claims and injunctive relief against the Criminal Defendants;
5 negligence, declaratory, and injunctive relief claims against
6 the Service Provider Defendants; and declaratory relief claims
7 against the Nominal Defendants.

8 **SUBJECT MATTER JURISDICTION**

9 6. The gravamen of the action is a Civil RICO/wire fraud
10 case brought under 18 U.S.C. sec 1962 et al. As such, the basis
11 for subject matter jurisdiction is a Federal Question. In
12 addition, the District Court has Supplemental Jurisdiction over
13 the transactionally related State law claims, such as declaratory
14 relief and false personation, as well as the State law injunctive
15 relief claims. Finally, the District Court has Original
16 Jurisdiction over RICO injunctions pursuant to 18 U.S.C. sec.
17 1964(a).

18 **PARTIES AND PERSONAL JURISDICTION**

19 7. Plaintiffs Filomeno Medina and Arlene Valdefiera
20 (“Plaintiffs”) are natural persons and residents of California,
21 specifically this District.

22 8. Defendant Newfold Digital, Inc. (“Newfold”) is a
23 Delaware corporation that is present in this State, and that
24 has also consented to jurisdiction by way of its registration
25 with the California Secretary of State to transact business in
26 California. This Court further has personal jurisdiction over
27 Newfold under 28 U.S.C. § 1965(b) because in any action brought
28 pursuant to the Federal RICO statute in a U.S. District Court,

1 that Court may cause parties residing in another District to
2 be summoned to that District if the “ends of justice require”
3 it. Given these facts, and that no other district has personal
4 jurisdiction over all defendants, the ends of justice require
5 this Court’s exercise of personal jurisdiction over Newfold.

6 9. Defendant Banco Santander, S.A. (“Santander”) is a
7 Spanish corporation that is present in this State, and that
8 has also consented to jurisdiction by way of its registration
9 with the California Secretary of State to transact business
10 in California. Santander is currently suspended with the
11 Secretary of State and therefore may not defend this action
12 until the suspension is cured. This Court further has personal
13 jurisdiction over Santander under 28 U.S.C. § 1965(b) because in
14 any action brought pursuant to the Federal RICO statute in a U.S.
15 District Court, that Court may cause parties residing in another
16 District to be summoned to that District if the “ends of justice
17 require” it. Given these facts, and that no other district has
18 personal jurisdiction over all defendants, the ends of justice
19 require this Court’s exercise of personal jurisdiction over
20 Santander.

21 10. Defendant Express Technologies, Ltd. (“Express”) is a
22 British corporation that is present in this State, is operating a
23 global VPN called ExpressVPN with at least one endpoint in this
24 State, and has violated California law by failing to register
25 with the Secretary of State despite transacting substantial
26 volumes of business in this State, in violation of Cal.
27 Corporations Code sec. 2105(a). This Court further has personal
28 jurisdiction over Express under 28 U.S.C. § 1965(b) because in

1 any action brought pursuant to the Federal RICO statute in a U.S.
2 District Court, that Court may cause parties residing in another
3 District to be summoned to that District if the “ends of justice
4 require” it. Given these facts, and that no other district has
5 personal jurisdiction over all defendants, the ends of justice
6 require this Court’s exercise of personal jurisdiction over
7 Express.

8 11. Defendant Deutsches Reisebüro GmbH & Co. OHG (“Der.
9 com”) is a German corporation that was the purported buyer in
10 this transaction, and that is present in this State by way of
11 its substantial business booking tours across the world and
12 acquiring timeshares. Der.com is present in this State by virtue
13 of its purposeful availment of the State in marketing travel
14 to California residents, and because of its sufficient minimum
15 contacts with California. Der.com has also violated California
16 law by failing to register with the Secretary of State despite
17 transacting substantial volumes of business in this State, in
18 violation of Cal. Corporations Code sec. 2105(a). This Court
19 further has personal jurisdiction over Der.com under 28 U.S.C.
20 § 1965(b) because in any action brought pursuant to the Federal
21 RICO statute in a U.S. District Court, that Court may cause
22 parties residing in another District to be summoned to that
23 District if the “ends of justice require” it. Given these facts,
24 and that no other district has personal jurisdiction over all
25 defendants, the ends of justice require this Court’s exercise of
26 personal jurisdiction over Der.com.

27 12. Fiesta Hotels and Resorts, S.L. (“Fiesta”) is a
28 Spanish corporation based in Ibiza, part of the Balearic Islands

1 autonomous province of Spain. Fiesta actively advertises and
2 markets its timeshares in California through the use of phone
3 calls, emails, mailers, and targeted online ads linking to its
4 website. Plaintiffs are one such customer of Fiesta, who were
5 roped into the timeshare arrangement through a direct mail
6 solicitation. Fiesta has also violated California law by failing
7 to register with the Secretary of State despite transacting
8 substantial volumes of business in this State, in violation of
9 Cal. Corporations Code sec. 2105(a). Fiesta is present in this
10 State by virtue of its purposeful availment of the State in
11 marketing timeshares to California residents, and because of its
12 sufficient minimum contacts with California. This Court further
13 has personal jurisdiction over Fiesta under 28 U.S.C. § 1965(b)
14 because in any action brought pursuant to the Federal RICO
15 statute in a U.S. District Court, that Court may cause parties
16 residing in another District to be summoned to that District if
17 the “ends of justice require” it. Given these facts, and that no
18 other district has personal jurisdiction over all defendants,
19 the ends of justice require this Court’s exercise of personal
20 jurisdiction over Fiesta.

21 13. Doe #1 is the impostor claiming to be attorney George
22 Johnson. Doe #1 lives in an undetermined location, but in any
23 event is present in this state and has consented to jurisdiction
24 in California by committing wire fraud felonies deliberately
25 targeted at California residents, knowing those residents to be
26 in California, as well as operating a VPN endpoint in California
27 from which he accesses the internet and furthers the racketeering
28 enterprise. This Court further has personal jurisdiction over

1 Doe #1 under 28 U.S.C. § 1965(b) because in any action brought
2 pursuant to the Federal RICO statute in a U.S. District Court,
3 that Court may cause parties residing in another District to
4 be summoned to that District if the “ends of justice require”
5 it. Given these facts, and that no other district has personal
6 jurisdiction over all defendants, the ends of justice require
7 this Court’s exercise of personal jurisdiction over Doe #1.

8 14. Doe #2 is the impostor claiming to be paralegal Al
9 Hamilton at the fake law firm run by Doe #1. This Court has
10 personal jurisdiction over Doe #2 under 28 U.S.C. § 1965(b)
11 because in any action brought pursuant to the Federal RICO
12 statute in a U.S. District Court, that Court may cause parties
13 residing in another District to be summoned to that District if
14 the “ends of justice require” it. Given these facts, and that no
15 other district has personal jurisdiction over all defendants,
16 the ends of justice require this Court’s exercise of personal
17 jurisdiction over Doe #2.

18 15. Doe #3 is the impostor claiming to be buyer’s
19 representative, Theodore Wilkerson. This Court further has
20 personal jurisdiction over Doe #3 under 28 U.S.C. § 1965(b)
21 because in any action brought pursuant to the Federal RICO
22 statute in a U.S. District Court, that Court may cause parties
23 residing in another District to be summoned to that District if
24 the “ends of justice require” it. Given these facts, and that no
25 other district has personal jurisdiction over all defendants,
26 the ends of justice require this Court’s exercise of personal
27 jurisdiction over Doe #3.

28 16. Does 4-20 are unidentified criminals who are part of

1 the enterprise in capacities that are unknown at this time. This
2 Court further has personal jurisdiction over Does 4-20 under 28
3 U.S.C. § 1965(b) because in any action brought pursuant to the
4 Federal RICO statute in a U.S. District Court, that Court may
5 cause parties residing in another District to be summoned to that
6 District if the “ends of justice require” it. Given these facts,
7 and that no other district has personal jurisdiction over all
8 defendants, the ends of justice require this Court’s exercise of
9 personal jurisdiction over Does 4-20.

10 **VENUE**

11 17. Venue is proper in this District pursuant to 28
12 U.S.C. § 1391(b)(2) because a substantial part of the events
13 or omissions giving rise to Plaintiffs’ claims occurred within
14 this District. Venue is further proper in this District pursuant
15 to 18 U.S.C. § 1965(a) because each Defendant is found and/or
16 transacts his affairs in this District given each defendant’s
17 participation or involvement in the racketeering Enterprise.
18 To the extent there are venue clauses in any of the underlying
19 documents or contracts, those venue clauses are void or voidable
20 at Plaintiffs’ option due to the fraud, mistakes, and/or crimes
21 that occurred here.

22 **GENERAL ALLEGATIONS**

23 18. Plaintiffs own a timeshare at the Palladium Travel Club
24 in Cancún, Mexico, which is operated by Defendant Fiesta. The
25 details are not relevant here except to state that the timeshare
26 is worth approximately \$80,000. So far, due to the criminal
27 wire fraud scam, Plaintiffs have sent at least \$71,000 to Mexico
28 at the direction of the Criminal Defendants. Plaintiffs did so

1 thinking they were required to advance fees for taxes and capital
2 gains, among other issues falsely represented by the Criminal
3 Defendants. The Criminal Defendants also fabricated a supposed
4 lawsuit and settlement purportedly worth some \$600,000 which
5 they used to entice Plaintiffs to send even more money to Mexico
6 as well. The Criminal Defendants are operating under the fake
7 website: <https://legalfirmofgeorgejohnson.com>

8 19. The Service Provider Defendants facilitated and
9 supported the Criminal Defendants in the furtherance of this
10 fraud/swindle by providing essential services to the Criminal
11 Defendants, without which the Criminal Defendants would not have
12 been able to operate the Enterprise. For example, banking, web
13 hosting, and VPN services. The Service Provider Defendants must
14 have known that their services were being used to further this
15 scam. For one, complaints about the Enterprise are impossible to
16 miss considering that it has an entire fake website, phone, and
17 email addresses online. Thus, when Plaintiffs' counsel reached
18 out to Express with a complaint, Express should have investigated
19 and terminated the Criminal Defendants' service. Express did
20 not do so, thereby showing that it is aware of the scam and not
21 taking any action. Injunctive relief is obviously appropriate
22 here to prevent the continued operation of the Enterprise.

23 FIRST CAUSE OF ACTION

24 Racketeering -- Statutory Violations of 18 U.S.C. § 1964(c)
25 (Plaintiffs vs. the Criminal Defendants)

26 20. Plaintiffs incorporate by reference and realleges the
27 above paragraphs.

28 21. Defendants' conduct, and the conduct of each Defendant

1 named herein, constitutes racketeering as set forth in 18 U.S.C.
2 § 1964(c). Specifically, Congress has defined “racketeering” to
3 include multiple instances of wire fraud, or committing fraud by
4 means of electronic transmissions over wire. The Defendants here
5 engaged in multiple instances of wire fraud, including submitting
6 multiple forged notary seals and Photoshopped wire instructions
7 via wire, in which they falsely claimed that Plaintiffs were
8 entitled to money but had to wire their own money to Mexico to
9 get the money they were entitled to.

10 22. As detailed below, Plaintiffs allege three different
11 causes of action for Federal RICO violations. In summary,
12 Section 1962(c) provides relief against parties who engage in
13 a pattern of racketeering activity, Section 1962(a) provides
14 relief against parties who use income generated through a pattern
15 of racketeering activity, and Section 1962(d) provides relief
16 against those who conspire to violate the racketeering laws.
17 Defendants are liable under each of these three sections of the
18 statute.

19 23. 18 U.S.C. § 1964(c) allows “any person injured in his
20 business or property by reason of a violation of section 1962
21 of this chapter” to “sue therefor in any appropriate United
22 States district court and shall recover threefold the damages
23 he sustains and the cost of the suit, including a reasonable
24 attorney’s fee”

25 **Count 1: Violation of 18 U.S.C. § 1962(c)**

26 24. Plaintiffs incorporate by reference and reallege the
27 paragraphs set forth above.

28 25. 18 U.S.C. § 1962(c) makes it “unlawful for any person

1 employed by or associated with any enterprise engaged in, or the
2 activities of which affect, interstate or foreign commerce, to
3 conduct or participate, directly or indirectly, in the conduct
4 of such enterprise's affairs through a pattern of racketeering
5 activity . . . ” 18 U.S.C. § 1962(c).

6 26. Each Defendant, at all relevant times, is and has been
7 a “person” within the meaning of 18 U.S.C. § 1961(3) because
8 each Defendant is capable of holding, and does hold, “a legal or
9 beneficial interest in property.”

10 27. Defendants' activities include at least two acts
11 of racketeering activity since 2021. Accordingly, Defendants'
12 conduct constitutes a “pattern” of racketeering activity. 18
13 U.S.C. § 1961(5).

14 28. One such act took place in January 2022, when the
15 Criminal Defendants, in furtherance of the activities, purpose
16 and scheme of the Enterprise, falsely and fraudulently submitted
17 forged notary seals to Plaintiffs using interstate wires, i.e.,
18 the Internet.

19 29. A second such act took place on March 2022, when the
20 Criminal Defendants, in furtherance of the activities, purpose
21 and scheme of the Enterprise, falsely and fraudulently submitted
22 additional forged notary seals and Photoshopped wire instructions
23 to Plaintiffs using interstate wires.

24 30. At all times relevant hereto, beginning on or around
25 November 2021 and continuing through the filing of this action,
26 each Defendant conducted and participated in the affairs of
27 the Enterprise through a pattern of racketeering activity, in
28 violation of 18 U.S.C. § 1962(c).

1 31. On or around November 2021, Defendants formed an
2 association-in-fact racketeering enterprise, described herein as
3 the Enterprise, within the meaning of 18 U.S.C. § 1961(4).

4 32. The Enterprise consists of a group of “persons”
5 associated together for the common purpose of intentionally and
6 willfully defrauding victims in connection with real estate
7 transactions and otherwise, such as the timeshare transaction in
8 this case.

9 33. The Enterprise is an ongoing organization that
10 functions as a continuing unit. The Enterprise was created and
11 used as a tool to effectuate Defendants’ pattern of racketeering
12 activity.

13 34. All Defendants agreed to and did conduct and
14 participate in the conduct of the Enterprise’s affairs through
15 a pattern of racketeering activity including wire fraud as
16 defined by 18 U.S.C. § 1343, and for the unlawful purpose of
17 intentionally defrauding Plaintiffs.

18 35. The wire fraud committed by Defendants is based on a
19 scheme developed and carried out by the Enterprise wherein the
20 Criminal Defendants impersonate a retired attorney to create an
21 entire fake law firm, then continue to use the same, using the
22 stolen identity and actual attorney credentials of additional
23 victim George E. Johnson, Esq.

24 36. Defendants used the wires for the transmission,
25 delivery, or shipment of the following by the Defendants or third
26 parties, all of which are related to the Enterprise, and they
27 were foreseeably caused to be sent as a result of Defendants’
28 illegal scheme:

1 A. Wires between Defendants containing false documents and
2 false representations;

3 B. Email and telephone communications between Defendants
4 and Plaintiffs; and

5 C. Payments between Plaintiffs and Defendants.

6 37. Defendants used the Internet and other electronic
7 facilities to carry out the scheme and to conceal their ongoing
8 fraudulent activities.

9 38. At all times discussed herein, Defendants have been
10 involved in a plan to scheme or defraud; have had the intent
11 to defraud and have willfully participated in the scheme to
12 defraud with actual knowledge of its fraudulent nature and with
13 specific intent to defraud; and could have reasonably foreseen
14 that interstate wires would be used; and actually used interstate
15 wires to further Defendants' scheme.

16 39. The Enterprise engaged in and affected interstate
17 commerce by way of said wire fraud.

18 40. The wire transmissions described herein were made in
19 furtherance of Defendants' scheme and common course of conduct.

20 41. To achieve their common goals, Defendants knowingly
21 and willfully concealed from the public and Plaintiffs the
22 unlawfulness of their conduct, which was committed at the
23 instruction of, and through the directions of, organized
24 criminals.

25 42. As a direct and proximate consequence of the conduct
26 of Defendants and each of them as alleged herein, Plaintiffs have
27 been injured in their business and property, causing Plaintiff to
28 suffer monetary damages in an amount not less than \$71,000, said

1 damages to be proven at the time of trial.

2 43. Because of Defendants' violations of 18 U.S.C. §
3 1962(c), Defendants are liable to Plaintiff for three times the
4 damages Plaintiffs have sustained, plus the cost of this suit,
5 including reasonable attorneys' fees.

6 **Count 2: Violation of 18 U.S.C. § 1962(a)**

7 44. Plaintiffs incorporates by reference and reallege the
8 paragraphs set forth above.

9 45. 18 U.S.C. § 1962(a) makes it "unlawful for any person
10 who has received any income derived, directly or indirectly,
11 from a pattern of racketeering activity . . . to use or invest,
12 directly or indirectly, any part of such income, or the proceeds
13 of such income, in acquisition of any interest in, or the
14 establishment or operation of, any enterprise which is engaged
15 in, or the activities of which affect, interstate or foreign
16 commerce." 18 U.S.C. § 1962(a).

17 46. As alleged in paragraph 206, each Defendant, at all
18 relevant times, is and has been a "person" within the meaning of
19 18 U.S.C. § 1961(3).

20 47. As alleged in the preceding section, Defendants'
21 conduct constitutes a "pattern" of racketeering activity. 18
22 U.S.C. § 1961(5).

23 48. At all times relevant hereto, beginning on or around
24 November 2021 and continuing at least through the eventual
25 termination of the scheme, Defendants received income derived
26 from a pattern of racketeering activity to use or invest a
27 part of such income or the proceeds of such income in the
28 establishment and operation of an enterprise that is engaged

1 in, or the activities of which affect, interstate or foreign
2 commerce, in violation of 18 U.S.C. § 1962(a).

3 49. As alleged in the preceding section, on or around
4 November 2021, Defendants formed the Enterprise to effectuate
5 Defendants' pattern of racketeering activity.

6 50. All Defendants agreed to and did use income received
7 directly from a pattern of racketeering activity to control,
8 establish and operate the Enterprise, which was engaged in and
9 affected interstate commerce, including wire fraud as defined by
10 18 U.S.C. § 1343, and for the unlawful purpose of intentionally
11 defrauding Plaintiffs.

12 51. The wire fraud committed by Defendants is set forth in
13 the preceding section and is incorporated by reference herein.

14 52. As a direct and proximate consequence of the conduct
15 of Defendants and each of them as alleged herein, Plaintiffs have
16 been injured in their business and property, causing Plaintiffs
17 to suffer monetary damages in an amount not less than \$71,000,
18 said damages to be proven at the time of trial.

19 53. Because of Defendants' violations of 18 U.S.C. §
20 1962(a), Defendants are liable to Plaintiffs for three times the
21 damages Plaintiffs have sustained, plus the cost of this suit,
22 including reasonable attorneys' fees.

23 **Count 3: Violation of 18 U.S.C. § 1962(d)**

24 54. Plaintiffs incorporate by reference and reallege the
25 paragraphs set forth above.

26 55. 18 U.S.C. § 1962(d) makes it "unlawful for any person
27 to conspire to violate any of the provisions of subsection (a),
28 (b) or (c) of this section."

1 56. As alleged in the preceding sections, each Defendant,
2 at all relevant times, is and has been a “person” within the
3 meaning of 18 U.S.C. § 1961(3).

4 57. At all relevant times, beginning in or around November
5 2021 and continuing at least through the termination of the
6 scheme, the Defendants and each Defendant agreed to and did
7 conspire to violate 18 U.S.C. §§ 1962 (a) and (c), as alleged
8 above and incorporated herein, in violation of 18 U.S.C. §
9 1962(d). The object of this conspiracy has been and is to conduct
10 or participate in, directly or indirectly, the conduct of the
11 affairs of the Enterprise described above; and to receive income
12 derived from a pattern of racketeering activity and to use such
13 income or the proceeds of such income in the establishment and
14 operation of that enterprise.

15 58. Defendants have knowingly, willfully and intentionally
16 conspired and agreed to conduct and participate in the conduct
17 of the affairs of the enterprise described previously through a
18 pattern of racketeering activity (wire fraud).

19 59. Defendants have knowingly, willfully and intentionally
20 conspired and agreed to receive income derived from a pattern of
21 racketeering activity (wire fraud) and to use such income or the
22 proceeds of such income in the establishment and operation of the
23 enterprise described previously.

24 60. Defendants knew that their actions as alleged above
25 were part of a pattern of racketeering activity and agreed to the
26 commission of those acts to further the conspiratorial scheme
27 described above.

28 61. Defendants’ conduct constitutes a conspiracy to

1 violate 18 U.S.C. §§ 1962(c) and (a), in violation of 18 U.S.C. §
2 1962(d).

3 62. As a direct and proximate consequence of the
4 Defendants' conspiracy, the overt acts taken in furtherance
5 of that conspiracy, and violations of 18 U.S.C. § 1962(d),
6 Plaintiffs have been injured in their business and property,
7 causing Plaintiffs to suffer monetary damages in an amount not
8 less than \$71,000, said damages to be proven at the time of
9 trial.

10 63. Because of Defendants' violations of 18 U.S.C. §
11 1962(d), Defendants are liable to Plaintiff for three times the
12 damages Plaintiff has sustained, plus the cost of this suit,
13 including reasonable attorneys' fees.

14 **SECOND CAUSE OF ACTION**

15 (Plaintiffs vs. the Criminal Defendants)

16 **Fraud**

17 64. Through the foregoing course of conduct, the Criminal
18 Defendants committed fraud, including but not limited to:

19 a. Representing that funds of Plaintiffs were necessary to
20 receive funds they were owed, also known as an advance fee fraud.

21 b. Knowing the representations were false.

22 c. Causing Plaintiffs, in reasonable reliance on the
23 representations, to wire money to Mexico.

24 65. Plaintiffs suffered harm of at least \$71,000 in lost
25 money that they wired to the Criminal Defendants.

26 66. Wherefore, Plaintiffs pray for compensatory damages and
27 punitive damages according to proof.

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THIRD CAUSE OF ACTION

(Plaintiffs vs. the Criminal Defendants)

False Personation

67. Through the foregoing course of conduct, the Criminal Defendants impersonated a retired attorney in the furtherance of their scheme, in violation of Cal. Penal Code sec. 529.

68. Wherefore, Plaintiffs pray for compensatory damages and punitive damages according to proof

FOURTH CAUSE OF ACTION

(Plaintiffs vs. the Criminal Defendants)

Grand Theft

69. Through the foregoing course of conduct, the Criminal Defendants stole \$71,000 from Plaintiffs in violation of Cal. Penal Code sec. 532.

70. Wherefore, Plaintiffs pray for compensatory damages, punitive damages, and attorney fees according to proof

FIFTH CAUSE OF ACTION

(Plaintiffs vs. the Criminal Defendants)

B&P 17200

71. Through the foregoing course of conduct, the Criminal Defendants violated Business and Professions Code sec. 17200 with predicate violations of the Penal Code as described above.

72. Wherefore, Plaintiffs pray for disgorgement and injunctive relief.

SIXTH CAUSE OF ACTION

(Plaintiffs vs. the Service Provider Defendants)

Negligence

73. Through the foregoing course of conduct, the Service

1 Provider Defendants negligently furthered the Enterprise.

2 **Count One - Web Hosting**

3 Newfold Digital, Inc.

4 74. Newfold hosts the Criminal Defendants' fake law firm
5 website and has not terminated the service despite knowing of or
6 negligently failing to discover the scheme. As such, Newfold was
7 negligent in supporting these criminals and causing Plaintiffs'
8 loss of \$71,000.

9 **Count Two - Email Service**

10 Newfold Digital, Inc.

11 75. Newfold hosts the Criminal Defendants' email system and
12 has not terminated the service despite knowing of or negligently
13 failing to discover the scheme. As such, Newfold was negligent
14 in supporting these criminals and causing Plaintiffs' loss of
15 \$71,000.

16 **Count Three - Banking**

17 Banco Santander, S.A.

18 76. Santander received wires from Plaintiffs and allowed
19 the Criminal Defendants to take the money, despite knowing
20 of or negligently failing to discover the scheme. As such,
21 Santander was negligent in supporting these criminals and causing
22 Plaintiffs' loss of \$71,000.

23 **Count Four - VPN Service**

24 Express Technologies, Ltd.

25 77. Express provided and continues to provide VPN service
26 to the Criminal Defendants, despite knowing of or negligently
27 failing to discover the scheme. As such, Express was negligent
28 in supporting these criminals and causing Plaintiffs' loss of

1 \$71,000.

2 78. Wherefore, Plaintiffs pray for damages of \$71,000 or
3 according to proof.

4 **SEVENTH CAUSE OF ACTION**

5 (Plaintiffs vs. the Service Provider Defendants)

6 **Declaratory Relief**

7 79. Through the foregoing course of conduct, there is
8 now a controversy between Plaintiffs and the Service Provider
9 Defendants concerning their rights and responsibilities in
10 connection with the Enterprise and monies sent by Plaintiffs
11 to the Enterprise by way of the Service Provider Defendants'
12 services.

13 80. Wherefore, Plaintiffs pray for a decree stating their
14 rights and obligations and those of the Defendants, as well as
15 an injunction freezing the Criminal Defendants' accounts in the
16 amount of the claim, \$71,000, and mandating the return of the
17 funds.

18 **EIGHTH CAUSE OF ACTION**

19 (Plaintiffs vs. the Nominal Defendants)

20 **Declaratory Relief**

21 81. Through the foregoing course of conduct, there is
22 now a controversy between Plaintiffs and the Nominal Defendants
23 concerning their rights and responsibilities in connection with
24 the Enterprise and monies sent by Plaintiffs to the Enterprise by
25 way of the Service Provider Defendants' services.

26 **Count One - Rescission and Non-Liability**

27 Der.com

28 82. Plaintiffs have, through the transaction orchestrated

1 by the Enterprise, become allegedly liable to complete the
2 transaction with Der.com.

3 83. Wherefore, Plaintiffs pray for a decree that they are
4 not obligated to do anything further with Der.com and have no
5 liability to Der.com due the criminal conduct of the Enterprise
6 and the fact that the transaction is a complete fabrication.

7 **Count Two - Transfer Fee**

8 Fiesta

9 84. Plaintiffs have, through the transaction orchestrated
10 by the Enterprise, become allegedly liable for a transfer fee
11 charged by Fiesta in the approximate amount of \$8,000.

12 85. Wherefore, Plaintiffs pray for a decree that they
13 are not obligated to pay the transfer fee charged by Fiesta due
14 the criminal conduct of the Enterprise and the fact that the
15 transaction is a complete fabrication.

16 **PRAYER**

17 1. Finding that all Defendants except the Nominal Defendants
18 are jointly and severally liable for all damage caused to
19 Plaintiffs;

20 2. Awarding Plaintiffs monetary damages in an amount not
21 less than \$71,000 or according to proof;

22 3. Awarding Plaintiffs treble monetary damages pursuant to
23 18 U.S.C. § 1964(c);

24 4. Awarding Plaintiffs litigation expenses, including
25 reasonable attorneys' fees, costs, and disbursements;

26 5. Awarding Plaintiffs punitive damages against the Criminal
27 Defendants in the sum of not less than \$1,000,000 or an amount
28 otherwise to be decided at trial; and

1 6. Declaratory relief as to the rights of Plaintiffs, the
2 obligations of the Defendants, and non-obligations of Plaintiffs.

3 7. Awarding Plaintiff a permanent RICO injunction against
4 the Enterprise, as well as permanent injunctions against the
5 Service Provider Defendants, plus State law injunctions as
6 appropriate, in a form to be submitted following the filing of
7 this action.¹

8 8. Granting such other relief as the case may require or as
9 may be deemed proper and equitable.

10
11 Date: March 20, 2022

Andrew G. Watters

Andrew G. Watters, Esq.
Attorney for Plaintiffs
Filomeno Medina and Arlene
Valdefiera

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27 ¹ Time is of the essence in filing this action for the
28 purposes of records preservation/ESI; accordingly, the proposed
injunctions are not attached to this complaint.

Exhibit A

ANDREW G. WATTERS, ESQ.
LITIGATION ATTORNEY

555 TWIN DOLPHIN DR. STE. 135
REDWOOD CITY, CA 94065 • +1 (415) 261-8527
ANDREW@ANDREWWATTERS.COM

Precedence: Routine

Date: March 18, 2022

To: FBI San Francisco
Attn: Special Agent [REDACTED]

From: Andrew G. Watters
555 Twin Dolphin Dr., Ste. 135
Redwood City, CA 94065
+1 (415) 261-8527
andrew@andrewwatters.com

Case: [REDACTED] v. Doe

Title: Unknown Suspects
George E. Johnson, Esq. (victim)
[REDACTED] (victim)
18 U.S.C. sec. 1343, et al.
Report of Investigation

Synopsis: To provide a summary of information developed to date in this wire fraud/RICO case involving Mexican timeshares and the stolen identity of a retired attorney.

Details:

Introduction

I am a lawyer in California (#237990), and I also offer investigative services pursuant to Business and Professions Code sec. 7522(e) and 7582.2(e), which exempt licensed attorneys from the private investigator licensing law. I often go on to represent the same individuals in litigation.

On March 15, 2022, I was hired on an emergency basis to represent [REDACTED]. Mr. [REDACTED] asked me to look at his timeshare transaction to see whether it was bona fide before he wired another \$20,000 to Mexico (he has already put in around \$50,000). I've concluded the transaction is part of a complex advance fee fraud/RICO for the reasons indicated here, and I'm issuing this report with supporting data and files with Mr. [REDACTED] authorization.

Background

[REDACTED] and his spouse own a timeshare at the Palladium in Cancún, Mexico, the details of which are not relevant here. They wanted to sell the timeshare and were approached in early 2022 by a purported law firm in New York City that specializes in

To: FBI San Francisco
Re: George E. Johnson 3/18/2022

From: Andrew G. Watters, Esq.

these types of transactions and was representing the prospective buyer. The "Legal Firm of George Johnson" has a website¹, email, and phone number online. I visited the firm website at approximately 11:48 a.m. on March 15, 2022 as Mr. [REDACTED] was in my office sharing the details of the transaction with me.² The domain name was registered in November 2021 by someone in Argentina, according to publicly available whois information. Critically, the nameserver shown on the domain is ns112.hostgator.mx, which is in Mexico. A lawyer would not normally claim to have his office and phone in New York City while registering his domain from Argentina with nameservers in Mexico.

There is a George Johnson attorney in New York, but he has no registered address on his official court profile/attorney license page. Public records from LexisNexis reveal that Mr. Johnson is also admitted in Maryland. I reached out to Mr. Johnson and was able to speak with him at length on March 18, 2022 (see attached FD-302). In summary, Mr. Johnson is a retired attorney who is dual-admitted in New York and Maryland. He confirmed his attorney license number over the forged signatures as being his correct license number, and he denied being involved with the scam. It was news to him that someone is claiming to be him in New York City. I provided him a download link for the underlying documents and invited him to reach out again if he has comments after reviewing the documents.

The office shown on the fake website is a virtual/shared office in New York City, and it appears the suspects use Google voice from abroad. But the call center answering the law firm's number is definitely American. It may be shared reception at the virtual office.

The PDF documents purportedly bearing Mr. Johnson's notarized signature were created in Adobe Illustrator, and the electronic files clearly show that the signatures and notary seals were dropped in with Illustrator. Also, the documents create illegal obligations for a lawyer to make, such as guarantying client debts. The wire instructions were Photoshopped and not created on the date represented in the document.

I posed as an occasional investor who was considering bankrolling my client's transaction, however, the client mistakenly cc'ed me on the email that I asked him to send to the suspects instead of bcc'ing me. In any case, the suspects still clicked on that link and I captured their VPN IP addresses and access patterns.

1 <https://legalfirmofgeorgejohnson.com/>

2 The first entry in my web server log files shows an access referred by a Google search at 11:49:46 a.m. on March 15, 2022, approximately a minute and a half after my client arrived. From this, I infer that the suspects have real-time web server monitoring in place and are looking up interesting visitors as they access the site, just like I do with my own websites.

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The VPN has an endpoint in San Jose, and coincidentally, there is another endpoint in New York. The VPN is reportedly on a leased IP block. I asked the owner of that IP block ([REDACTED] -- administered by Mr. [REDACTED]) about this, and he seems to be providing helpful information so far. He claims ExpressVPN leased that block under a Letter of Authorization, and he shared an email from him to CDN77, which he represented as ExpressVPN's upstream provider, as evidence of the LOA. He declined to provide the actual LOA, indicating that he needed ExpressVPN's permission. I sent ExpressVPN notice to preserve their logs for that ASN, in any case.

The client indicated that there was a buyer involved in the transaction, Ted Wilkerson, who was calling him to follow up as well. The client provided a phone number, and I called "Ted Wilkerson" at +1 (888) 384-4622 on March 16, 2022. Mr. Wilkerson identified himself as "Theodore Wilkerson" when answering the phone. He stated he is a corporate officer/executive in the company that is acquiring Mr. [REDACTED] timeshare, and he wanted to know the status of the transaction. It was an awkward conversation in which we were each trying to see what the other knew. Mr. Wilkerson didn't give any details, including where in the world he claims to be. However, he sounded fully American. I told him to forget about the deal and proceed accordingly. He then called my client several times and I instructed my client to not answer.

The suspects then sent a demand letter to my client, again purportedly from Mr. Johnson, and the suspects are still trying to get money from my client even though I called them out and also emailed them directly accusing them of being a criminal racketeering enterprise. I am intending to shut down at least their website and email with an injunction in District Court in the near future, if my client can financially justify proceeding.

Separately, on March 17, 2022, I spoke with the manager of Palladium, Mr. [REDACTED], at +1 [REDACTED]. Mr. [REDACTED] had previously indicated that Mr. [REDACTED] claimed Palladium has had previous transactions involving the George Johnson law firm that worked out. When I spoke with Mr. [REDACTED] I gave him a summary of my findings to date, and he seemed only mildly surprised. The conversation focused on Palladium denying Mr. [REDACTED] request for a refund of the transfer fee because the refund would require a mutual agreement, and the buyer was not agreeing. Mr. [REDACTED] offered his assistance and invited me to send him a letter or other documentation.

Conclusion

This is a multi-layered advance fee fraud/RICO involving sophisticated criminals, most of whom appear to be located in Mexico or elsewhere in South America. However, there is potential for an American connection given the brazen use of a virtual office in New York City and the possible willful

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blindness of the timeshare company. The “buyer” connection might be investigated further to see whether Mr. Wilkerson is a real person and in the U.S. Searching LexisNexis reveals a number of Ted Wilkersons, but the client’s resources do not permit pursuing all of those leads.

Recommendations:

Set leads described below.

Leads:

Lead 1:

Issue National Security Letter to [REDACTED] and ExpressVPN, both of which are reachable in the U.S., to capture the underlying IP addresses of the suspects who searched Google for my name at 11:58 a.m. on March 15, 2022.

Lead 2:

Interview [REDACTED] in [REDACTED] concerning his arrangement with ExpressVPN for the IP block that contains the suspects’ VPN endpoint.

Lead 3:

Interview George Johnson in [REDACTED] to gain insight as to why the suspects selected him.

Lead 4:

Locate Theodore Wilkerson.

◇◇

Andrew G. Watters, Esq.

Date of transcription 3/18/2022

Telephonic interview of:

George E. Johnson, Esq.

[REDACTED]

On March 18, 2022, I spoke with George E. Johnson, who related the following:

Mr. Johnson is a retired attorney who is admitted in New York and Maryland. He never had an active practice in New York, and he is surprised that anyone would think he was currently practicing in New York City because he has been retired for many years. It is a shock to him to learn that someone has created an entire online identity impersonating him in connection with transactions involving Mexican time shares. The suspects have his correct attorney license number.

I asked for his email address in order to provide a sample of his forged signature and the forged notary seals. He asked his wife, Ms. [REDACTED] Johnson (who I could hear in the background) if he should provide me his email address. She advised him not to provide his email address, so I invited him to verify my identity online through the State Bar of California and on my website, and then call back with his email address if desired. I provided him the contact information of Special Agent [REDACTED] at the FBI field office in San Francisco, with a suggestion to call if he wished to speak with anyone about these crimes.

Mr. Johnson called back a few minutes later and stated that he left a message at FBI San Francisco and will be filing a complaint with the Federal Trade Commission concerning identity theft. He asked for the underlying documents, so I texted him a download link.

Investigation on 3/18/2022 at [REDACTED]

File # [REDACTED] Date dictated 3/18/2022

by Andrew G. Watters

This document contains neither recommendations nor conclusions of Andrew G. Watters. It is the property of Andrew G. Watters and is loaned to your agency; it and its contents are not to be distributed outside your agency.